

Freelance Agreement

This Freelance Agreement (this "Agreement") is by and between ForASong Media, LLC, of 113 19th Avenue South, Nashville, Tennessee 37203, and

_____, _____ of _____, _____. In this Agreement, the party who is contracting to receive the services shall be referred to as "American Songwriter", and the party who will be providing the services shall be referred to as "Freelancer".

DESCRIPTION OF SERVICES: Freelancer provides content for publication in American Songwriter magazine or on www.americansongwriter.com. Content consists of articles, interviews, reviews, features, blogs, photography, graphic design or illustrations or any other written or creative matter submitted by Freelancer or assigned by American Songwriter editors or employees. Freelancer acknowledges that content submitted is his or her own work and that all information gathered for any content submitted is factual and was obtained legally and according to journalistic standards.

PAYMENT FOR SERVICES. ForASong Media, LLC will pay compensation to Freelancer for the Services on a per submission or per word basis or as agreed upon by both parties. Payment shall be made by the Service Recipient as follows: For content published in the magazine, payment will typically be made by the 15th of the first month of the magazine's publication date but no later than the end of that first month. For content published on the website, payment will be made quarterly, in April, July, October and January for content published on the website during the first, second, third and fourth quarters respectively throughout the calendar year.

TERM/TERMINATION. Both parties agree that this agreement covers all Services provided by Freelancer from a period beginning August 1, 2011 and ending when terminated by either party. This Agreement may be terminated by either party upon 15 days written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that Freelancer is an independent contractor with respect to American Songwriter, and not an employee of American Songwriter. American Songwriter will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Freelancer.

WORK PRODUCT OWNERSHIP. Any copyrightable works, (collectively, the "Work Product") developed in whole or in part by Freelancer in connection with the Services shall be considered work for hire and thus the exclusive property of American Songwriter, its successors or assignees. Upon request Freelancer shall sign all documents necessary to confirm or perfect the exclusive ownership of American Songwriter to the Work Product.

INDEMNIFICATION. Freelancer agrees to indemnify and hold harmless American Songwriter, its successors or assignees from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against American Songwriter that result from the acts or omissions of Freelancer or employees or agents, if any, of Freelancer in the creation of the Services provided.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Tennessee.

Agreed to on _____, 20____ by and between:

Service Provider

ForASong Media, LLC

Signature

Signature